

VOC stripper:

a. SCAQMD Regulation XIII, as amended through June 28, 1990; and

b. SCAQMD Rule 1401, as adopted on June 1, 1990.

G. System Operation Minimum Standards. The work to be performed shall achieve the Performance Standards and shall, at a minimum, achieve the following standards during system operation:

1. All groundwater to be extracted shall be treated by Settling Work Defendant to a level such that the following chemicals do not exceed their respective MCL:

<u>Chemical</u>	<u>MCL</u>
PCE	5.0 micrograms/liter
.TCE	5.0 micrograms/liter

2. All treated groundwater shall be disinfected and then blended by the Settling Work Defendant to meet all legal requirements for introduction of the blended water into the City's water supply system, including, but not limited to, the MCL for nitrate.

3. Settling Work Defendant shall operate and maintain the facilities it is required to operate and maintain in such a way as to ensure that failure to attain drinking water standards promulgated and in effect on the date of delivery (other than the MCL for nitrate), regardless of when any such standards were promulgated, shall result in the immediate, and, in all cases where possible, automatic shut-down of the groundwater treatment plant and water delivery system. Such a shut-down shall not, in and of itself, release Settling Work Defendant from any other

1 requirement of this Consent Decree and specifically shall not, in
2 and of itself, affect the requirement that Settling Work
3 Defendant pay stipulated penalties for failure to extract and
4 deliver water in the amounts and of the quality required by
5 Paragraphs G.3 and H.1 of this Section.

6 H. Extraction Requirements.

7 1. The Settling Work Defendant shall extract and treat
8 an annual average of 9,000 g.p.m. of contaminated groundwater
9 except as otherwise provided in this Section. Settling Work
10 Defendant shall purvey all treated groundwater which satisfies
11 the treatment standards established by Paragraphs G and H of this
12 Section up to an amount which, when blended with the blending
13 water, will meet the City's Water Demand (as defined in the
14 Second Stage Statement of Work) without resulting in a nitrate
15 concentration in the blended water that exceeds the promulgated
16 MCL for nitrate in effect at that time; provided however that, in
17 order to maximize the Settling Work Defendant's use of treated
18 groundwater while providing a margin of safety in achieving
19 compliance with the MCL for nitrate, the Settling Work Defendant
20 shall be deemed to be in compliance with this Paragraph if it

21 a. Achieves at all times a level of nitrate in
22 the blended water which is no greater than eighty-nine percent
23 (89%) of the promulgated MCL for nitrate that is in effect at the
24 time of the blending;

25 b. Extracts contaminated groundwater at an annual
26 average rate of 9,000 g.p.m. at all times when the nitrate level
27 in the extracted groundwater does not exceed 50 mg/l as nitrate;
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1 and

2 c. Maximizes the use of the extracted groundwater
3 to the degree possible when the nitrate level in the extracted
4 groundwater exceeds 50 mg/l as nitrate.

5 2. Notwithstanding the requirements of Paragraph H.1
6 of this Section, the Settling Work Defendant shall not be charged
7 a stipulated penalty for failure to meet a nitrate level
8 specified in that Paragraph except where the nitrate
9 concentrations of the blended water exceed the promulgated MCL
10 for nitrate in effect at the time of the blending.

11 3. Settling Work Defendant shall maximize the amount
12 of extraction from the Phase I and Phase II extraction wells and
13 shall preferentially extract groundwater from these wells to meet
14 its Water Demand as limited by the amount of water the Settling
15 Work Defendant is required to accept pursuant to Paragraph H.1 of
16 this Section.

17 4. Settling Work Defendant shall extract, treat and
18 use its best efforts to vend or discharge, in compliance with
19 Paragraphs F and G of this Section, additional groundwater such
20 that the total amount of water extracted, treated and then
21 delivered by the Settling Work Defendant, or vended or discharged
22 by the Settling Work Defendant, equals or exceeds 9,000 g.p.m. on
23 an annual average. Extraction from the City's liquid phase GAC
24 wellfield located at 164 West Magnolia Boulevard, Burbank,
25 California, as depicted in the plot plan attached as Appendix 8
26 to this Consent Decree, may be counted towards Settling Work
27 Defendant's achievement of the 9,000 g.p.m. annual average
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1 extraction requirement. Settling Work Defendant shall be subject
2 to stipulated penalties if it fails to achieve the 9,000 g.p.m.
3 annual average extraction requirement, unless such failure is due
4 to nitrate levels in the extracted groundwater which exceed 50
5 mg/l as nitrate.

6 I. Settling Work Defendant shall not be obligated to meet
7 the requirements of this Section, Paragraph H.1 if a new drinking
8 water standard is promulgated after March 1, 1997, EPA has
9 identified such standard as applicable or relevant and
10 appropriate for the treated groundwater and necessary to protect
11 public health or the environment and such standard cannot be met
12 without modifying the facilities constructed pursuant to Section
13 VII, Subpart A of the First Consent Decree or changing their
14 operation.

15 VII. ADDITIONAL RESPONSE ACTIONS

16 A. In the event that EPA determines or the Settling Work
17 Defendant proposes that additional response actions are necessary
18 to meet the Performance Standards or to carry out the interim
19 remedy selected in the ROD, notification of such additional
20 response actions shall be provided to EPA and to each of the
21 Settling Defendants.

22 B. Within thirty (30) days of receipt of notice from EPA or
23 Settling Work Defendant pursuant to Paragraph A of this Section
24 that additional response actions are necessary (or such longer
25 time as may be specified by EPA), Settling Work Defendant shall
26 submit for approval by EPA, after reasonable opportunity for
27 review and comment by the State, a work plan for the additional
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1 response actions. The plan shall conform to the applicable
2 requirements under law or EPA guidance. Upon approval of the
3 plan pursuant to Section XII (Submissions Requiring Agency
4 Approval), Settling Work Defendant shall implement the plan for
5 additional response actions in accordance with the schedule
6 contained therein.

7 C. Any additional response actions that Settling Work
8 Defendant proposes are necessary to meet the Performance
9 Standards or to carry out the interim remedy selected in the ROD
10 shall be subject to approval by EPA, after reasonable opportunity
11 for review and comment by the State, and, if authorized by EPA,
12 shall be completed by Settling Work Defendant in accordance with
13 plans, specifications, and schedules approved or established by
14 EPA pursuant to Section XII (Submissions Requiring Agency
15 Approval).

16 D. Any Settling Defendant required to fund, perform, or
17 operate and maintain completed additional response actions may
18 invoke the procedures set forth in Section XX (Dispute
19 Resolution) to dispute EPA's determination that additional
20 response actions are necessary to meet the Performance Standards
21 or to carry out the interim remedy selected in the ROD. Such a
22 dispute shall be resolved pursuant to Section XX (Dispute
23 Resolution), Paragraph F of this Consent Decree.

24 E. The United States and the State reserve all rights
25 against Settling Defendants, pursuant to Paragraph E of Section
26 XXII (Covenants Not to Sue by Plaintiffs), if any new
27 requirement(s) are promulgated or if any requirement(s)
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1 promulgated on or before the Effective Date of this Consent
2 Decree as defined in Section XXVIII (Effective Date) subsequently
3 are changed and such requirement(s) are determined by EPA to be
4 both (a) applicable or relevant and appropriate and (b) necessary
5 to insure that the interim remedy is protective of human health
6 and the environment and such standard cannot be met without
7 modifying the Plant Facilities or significantly changing their
8 operation.

9 F. If EPA determines that reinjection capacity is necessary
10 for the remedy to meet the Performance Standards or to protect
11 human health or the environment, the development of such capacity
12 shall not be considered an additional response action under this
13 Section. The United States and the State reserve all rights
14 against Settling Defendants as provided in Paragraph E of Section
15 XXII (Covenants Not to Sue by Plaintiffs) concerning installation
16 of such capacity.

17 VIII. EPA PERIODIC REVIEW

18 A. Settling Work Defendant shall conduct any studies and
19 investigations as requested by EPA in order to permit EPA to
20 conduct reviews at least every five years as required by Section
21 121(c), 42 U.S.C. § 9621(c) of CERCLA and any applicable
22 regulations.

23 B. Settling Defendants and, if required by Sections
24 113(k)(2) or 117 of CERCLA, 42 U.S.C. §§ 9613(k)(2) or 9617, the
25 public will be provided with an opportunity to comment on any
26 further response actions proposed by EPA as a result of the
27 review conducted pursuant to Section 121(c), of CERCLA, 42 U.S.C.
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1 § 9621(c), and to submit written comments for the record during
2 the public comment period. After the period for submission of
3 written comments is closed, the Regional Administrator, EPA
4 Region IX, or his/her delegate will determine in writing whether
5 further response actions are appropriate.

6 C. The United States reserves the right pursuant to Section
7 XXII, Paragraphs A and E of this Consent Decree (Covenants Not to
8 Sue by Plaintiffs) to institute proceedings in this action or in
9 a new action, or to issue an administrative order seeking to
10 compel Settling Defendants or any of them (1) to perform further
11 response actions relating to the Site or (2) to reimburse the
12 United States for additional costs of response if the Regional
13 Administrator, EPA Region IX, or his/her delegate determines that
14 information received, in whole or in part, during the review
15 conducted pursuant to Section 121(c) of CERCLA, 42 U.S.C.
16 § 9621(c), indicates that the Remedial Action or the O&M
17 Activities are not protective of human health or the
18 environment.

19 IX. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

20 A. Settling Work Defendant shall use quality assurance,
21 quality control, and chain of custody procedures for all
22 treatability, design, compliance and monitoring samples in
23 accordance with EPA's "Interim Guidelines and Specifications For
24 Preparing Quality Assurance Project Plans," December 1980, (QAMS-
25 005/80); "Data Quality Objective Guidance," (EPA/540/G87/003 and
26 004); "EPA NEIC Policies and Procedures Manual," May 1978,
27 revised November 1984, (EPA 330/9-78-001-R); and subsequent
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1 | amendments to such guidelines upon notification by EPA to
2 | Settling Work Defendant of such amendment. Amended guidelines
3 | shall apply only to procedures conducted after such notification.
4 | Prior to the commencement of any monitoring project under this
5 | Consent Decree, Settling Work Defendant shall submit to EPA for
6 | approval, after a reasonable opportunity for review and comment
7 | by the State, a Quality Assurance Project Plan ("QAPP") that is
8 | consistent with the Second Stage O&M Work Plan, the NCP and
9 | applicable guidance documents. If relevant to the proceeding,
10 | the Parties agree that validated sampling data generated in
11 | accordance with the QAPP(s) and reviewed and approved by EPA
12 | shall be admissible as evidence, without objection, in any
13 | proceeding under this Consent Decree. Settling Work Defendant
14 | shall ensure that EPA and State personnel and their authorized
15 | representatives are allowed access at reasonable times to all
16 | laboratories utilized by Settling Work Defendant in implementing
17 | this Consent Decree. In addition, Settling Work Defendant shall
18 | ensure that such laboratories shall analyze all samples submitted
19 | by EPA pursuant to the QAPP for quality assurance monitoring.
20 | Settling Work Defendant shall ensure that the laboratories it
21 | utilizes for the analysis of samples taken pursuant to this
22 | Consent Decree perform all analyses according to accepted EPA
23 | methods. Accepted EPA methods consist of those methods which are
24 | documented in the "Contract Lab Program Statement of Work for
25 | Inorganic Analysis" and the "Contract Lab Program Statement of
26 | Work for Organic Analysis," dated February 1988, and any
27 | amendments made thereto during the course of the implementation
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1 of this Consent Decree. Settling Work Defendant shall ensure
2 that all laboratories it uses for analysis of samples taken
3 pursuant to this Consent Decree participate in an EPA or EPA-
4 equivalent QA/QC program.

5 B. Upon request, Settling Work Defendant shall allow split
6 or duplicate samples to be taken by EPA and the State or their
7 authorized representatives. Settling Work Defendant shall
8 include in the O&M Second Stage Work Plan a schedule of routine,
9 pre-scheduled sampling events, for example those required by the
10 California Department of Health Services under the operating
11 permit for the Plant Facilities, or under existing regulations.
12 As regulations or permit conditions change and affect this
13 schedule, Settling Work Defendant shall submit revised schedules
14 as amendments to the Second Stage O&M Work Plan. For
15 non-routine, non-emergency sampling events, for example, an
16 unscheduled performance evaluation study of the Plant Facilities,
17 Settling Work Defendant shall notify EPA and the State not less
18 than fourteen (14) days in advance of any sample collection
19 activity unless shorter notice is agreed to by EPA. In addition,
20 EPA and the State shall have the right to take any additional
21 samples that EPA or the State deem necessary. Upon request, EPA
22 and the State shall allow any Settling Defendant to take split or
23 duplicate samples of any samples either Plaintiff takes as part
24 of either Plaintiff's oversight of the implementation of the O&M
25 activities.

26 C. Settling Work Defendant shall submit to EPA three (3)
27 copies each of the results of all sampling and/or tests
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1 performed, or data gathered pursuant to the implementation of
2 this Consent Decree unless EPA agrees otherwise. Such results
3 and other data may be submitted as part of the progress reports
4 required pursuant to Paragraph A.1 of Section XI (Reporting
5 Requirements). EPA will provide to Settling Work Defendant's
6 Project Coordinator results of analyses conducted by EPA pursuant
7 to Section IX, (Quality Assurance, Sampling and Data Analysis),
8 Paragraph B of this Consent Decree.

9 D. Notwithstanding any provision of this Consent Decree,
10 the United States and the State hereby retain all of their
11 information gathering and inspection authorities and rights,
12 including enforcement actions related thereto, under CERCLA, RCRA
13 and any other applicable statutes or regulations.

14 E. Settling Work Defendant may deviate from EPA guidance on
15 Quality Assurance/Quality Control ("QA/QC") as referenced in
16 Section IX, Paragraph A of this Consent Decree under the
17 following circumstances. For compliance monitoring required
18 under federal and/or State of California drinking water
19 regulations, Settling Work Defendant may follow QA/QC procedures
20 required under those regulations so long as EPA determines that
21 such procedures are equally protective of human health and the
22 environment as EPA QA/QC procedures.

23 X. ACCESS

24 A. Commencing upon the Effective Date of this Consent
25 Decree and terminating upon issuance of a final ROD for the Site,
26 each Owner Settling Defendant agrees to provide the United
27 States, the State, and their representatives, including EPA and
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1 its contractors, access at all reasonable times to real property
2 to which EPA informs such Owner Settling Defendant access is
3 required for the implementation of this Consent Decree, to the
4 extent access to the property is controlled by such Owner
5 Settling Defendant, for the purposes of conducting any activity
6 related to this Consent Decree including, but not limited to:

- 7 a. Monitoring the O&M Activities;
- 8 b. Verifying any data or information submitted to the
9 United States;
- 10 c. Conducting investigations relating to contamination
11 at or near the Site;
- 12 d. Obtaining samples;
- 13 e. Assessing the need for, planning, or implementing
14 additional response actions at or near the Site;
- 15 f. Inspecting and copying records, operating logs,
16 contracts, or other documents maintained or generated by Settling
17 Defendants or their agents, pursuant to Section XXV (Access to
18 Information); and
- 19 g. Assessing Settling Defendants' compliance with this
20 Consent Decree.

21 B. Except to the extent Plaintiffs deem necessary to
22 protect human health or the environment, Plaintiffs will provide
23 the affected Settling Defendant with twenty-four (24) hours
24 notice prior to entry to properties accessed pursuant to this
25 Consent Decree. In exercising their rights to access under this
26 Paragraph, Plaintiffs shall to the extent practicable not
27 unreasonably interfere with Settling Defendants' business or
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1 municipal activities. However, nothing in this Paragraph shall
2 provide Settling Defendants with any claim or cause of action
3 whatsoever against Plaintiffs, including without limitation any
4 claim for injunctive relief. In addition, it shall not
5 constitute an unreasonable interference for Plaintiffs to take
6 any action they deem necessary to avoid endangerment to human
7 health or the environment or to respond to an emergency.

8 C. To the extent that any other real property to which
9 access is required for the implementation of this Consent Decree
10 is owned or controlled by persons other than Owner Settling
11 Defendants, Settling Work Defendant shall use best efforts to
12 secure from such persons access for Settling Work Defendant, as
13 well as for the United States and the State and their
14 representatives, including, but not limited to, their
15 contractors, as necessary to effectuate this Consent Decree. For
16 purposes of this Paragraph, "best efforts" may include the
17 payment of reasonable sums of money in consideration of access.
18 "Best efforts" does not include the exercise of eminent domain,
19 condemnation or similar authorities. Settling Defendants shall
20 coordinate and cooperate with Settling Work Defendant as
21 appropriate and necessary to obtain such access to properties
22 which they own, control, or to which they otherwise have access.
23 If any access required to effectuate this Consent Decree is not
24 obtained within forty-five (45) days of the date of lodging of
25 this Consent Decree, or within forty-five (45) days of the date
26 EPA notifies the Settling Work Defendant in writing that
27 additional access beyond that previously secured is necessary,
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1 Settling Work Defendant shall promptly notify the United States,
2 and shall include in that notification a summary of the steps
3 Settling Work Defendant, or other Settling Defendants in
4 coordination and cooperation with Settling Work Defendant, have
5 taken pursuant to this Section to attempt to obtain access. The
6 United States or the State may, as either deems appropriate,
7 assist Settling Work Defendant in obtaining access. Lockheed
8 Martin shall reimburse the United States or the State, in
9 accordance with the procedures in Section XVII (Reimbursement of
10 Response Costs), for all costs incurred by the United States or
11 the State in obtaining access pursuant to this Section.

12 D. Notwithstanding any provision of this Consent Decree,
13 the United States and the State retain all of their access
14 authorities and rights, including enforcement authorities related
15 thereto, under CERCLA, RCRA and any other applicable statute or
16 regulations.

17 XI. REPORTING REQUIREMENTS

18 A. In addition to any other requirement of this Consent
19 Decree, Settling Work Defendant shall submit to EPA and the
20 State, with the frequency described below, three (3) copies each
21 of written progress reports that: (a) describe the actions which
22 have been taken toward achieving compliance with this Consent
23 Decree during the previous reporting period; (b) include a summary
24 of all results of sampling and tests and all other data received
25 or generated by Settling Work Defendant or its contractors or
26 agents in the previous reporting period; (c) identify all work
27 plans, plans and other deliverables required by this Consent
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Decree completed and submitted during the previous period; (d) describe all actions, including, but not limited to, data collection and implementation of work plans, which are scheduled for the subsequent two reporting periods, (e) include information regarding unresolved delays encountered or anticipated that may affect the future schedule for implementation of the O&M Activities, and a description of efforts made to mitigate those delays or anticipated delays; (f) include any modifications to the O&M Second Stage Work Plan or other schedules that Settling Work Defendant has proposed to EPA or that have been approved by EPA; (g) describe all activities undertaken in support of the Community Relations Plan during the period dating from the submission of the last progress report and those to be undertaken prior to the submission of the next progress report, and (h) report any out-of-state shipments of Waste Materials that occurred during the previous reporting period. Settling Work Defendant shall submit these progress reports to EPA with the frequency described below, commencing from the Effective Date of this Consent Decree until EPA notifies the Settling Work Defendant pursuant to Paragraph A.5 of Section XV (Certification of Completion). If requested by EPA or the State, Settling Work Defendant shall also provide briefings for EPA and the State to discuss the progress of the work.

1. The progress reports shall be submitted with the following frequency:

a. Semi-annually from the Effective Date of this Consent Decree until one year prior to the Date of Commencement;

1 b. Quarterly during the year prior to the Date of
2 Commencement;

3 c. Monthly commencing with the Date of
4 Commencement for a period of three years ("the Monthly Reporting
5 Requirement").

6 d. Quarterly from completion of the Monthly
7 Reporting Requirement until EPA notifies the Settling Work
8 Defendant pursuant to Paragraph A.5 of Section XV (Certification
9 of Completion) of this Consent Decree.

10 2. The Settling Work Defendant shall notify EPA of
11 any change in the schedule described in the progress reports for
12 the performance of any activity, including, but not limited to,
13 data collection and implementation of work plans, no later than
14 seven (7) days prior to the performance of the activity.

15 B. Upon the occurrence of any event during performance of
16 the O&M Activities that Settling Work Defendant is required to
17 report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or
18 Section 304 of the Emergency Planning and Community Right-to-Know
19 Act (EPCRA), 42 U.S.C. § 11004, Settling Work Defendant shall
20 within twenty-four (24) hours of the onset of such event orally
21 notify the EPA Project Coordinator or the Alternate EPA Project
22 Coordinator (in the event of the unavailability of the EPA
23 Project Coordinator), or, in the event that neither the EPA
24 Project Coordinator or Alternate EPA Project Coordinator is
25 available, the Emergency Response Section, Region IX, United
26 States Environmental Protection Agency. These reporting
27 requirements are in addition to the reporting required by CERCLA
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